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Attorneys for Plaintiff
CHARLES ADAMS

UNITED STATES DISTRICT COURT

IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

CHARLES ADAMS, on behalf of himself and
others similarly situated,

Plaintiff,

v.

GOODMAN NETWORKS, INC.; JAMES E.
GOODMAN; JOHN A. GOODMAN; JOHN
DEBUS; JAMES E. NALLEY; ALEX BABER;
JIMMY HULETT; MIKE SMITH; SCOTT
PICKETT; and DOES 1 through 500,

Defendants.

Case No. C0501973 PJH

**CONFIDENTIALITY STIPULATION
AND ~~[PROPOSED]~~ PROTECTIVE
ORDER**

1 WHEREAS, the parties hereto are or will be conducting class discovery, which includes
2 interrogatories, the inspection of documents, depositions, and business records subpoenas;

3 WHEREAS, some of the information and documents sought in discovery contain or
4 relate to information of a private, confidential or proprietary nature, or to trade secret
5 information, the disclosure of which might result in irreparable harm and/or invasion of privacy,
6 including inter alia, private or personnel documents of current or former temporary employees or
7 employees of GOODMAN NETWORKS, INC. ("Goodman Networks"); policies, business
8 practices and procedures, business know-how, guidelines, or programs implemented by
9 Goodman Networks; information and documents regarding the structure or operations of
10 Goodman Networks; and other documents of Goodman Networks containing or relating to
11 business information that is of a private, confidential, and/or proprietary nature;

12 THEREFORE, pursuant to the Federal Rules of Civil Procedure, the purpose of this
13 Protective Order is to permit the parties and their respective counsel to discover certain
14 information, documents and things from each other and to reasonably limit disclosure of said
15 confidential information that may be exchanged and produced now and in the future during this
16 litigation;

17 IT IS HEREBY AGREED AND STIPULATED THAT:

18 1. Discovery in this action may involve disclosure of trade secrets, business
19 strategies, customer or client files, customer or client private information, personnel and salary
20 information, and other confidential, proprietary or non-public business, technical, employee, and
21 financial information. This Protective Order shall govern the production in this action of all
22 documents or other information through formal discovery procedures, including without
23 limitation, documents in written or electronic form produced in response to requests for
24 production of documents, documents responsive to deposition notices, subpoenaed documents,
25 answers to interrogatories, requests for admission, and deposition or other oral testimony
26 (collectively "Discovery Materials").

27 2. The provisions of this Protective Order shall apply to: (i) the parties to this action,
28 including, in the case of parties other than individuals, their independent contractors, officers,

1 directors, partners, in-house counsel and employees, (ii) counsel of record in this action, as well
2 as associates, paralegals, legal assistants, secretarial and clerical employees, including outside
3 copy services, who are assisting counsel in the prosecution and/or defense of this action, and (iii)
4 any other person or entity who produces or provides Discovery Materials in this action and
5 agrees to be bound by the terms of this Protective Order.

6 3. Any party or witness producing Discovery Materials which that party or witness
7 believes in good faith are unavailable to the public, not readily determinable from other sources,
8 and are or have been treated as confidential by that party or witness may designate such
9 Discovery Materials as "CONFIDENTIAL."

10 4. A producing party or witness may designate as "CONFIDENTIAL," in whole or
11 in part, any Discovery Materials by so advising all other parties and marking any copies of the
12 document or material provided (in a manner not affecting legibility) with the word
13 "CONFIDENTIAL." Any party or non-party may obtain confidential treatment for Discovery
14 Materials previously produced by any party or non-party without such designation if the party
15 seeking the designation does so within thirty (30) days of production, sends written notice of
16 such designation to all other parties or non-parties in possession of such Discovery Materials,
17 and marks and reproduces the Discovery Materials.

18 5. Confidential Discovery Materials shall not be disclosed except in accordance with
19 the terms, conditions, and restrictions of this Protective Order. A non-producing party shall not,
20 except by consent of the producing party or witness, use "CONFIDENTIAL" Discovery
21 Materials for any purpose, including, without limitation, any business or commercial purpose,
22 other than in connection with the prosecution and/or defense of this action.

23 6. A non-producing party shall not, without the consent of the producing party or
24 witness, disclose "CONFIDENTIAL" Discovery Materials to persons other than the following
25 and, as to such persons, disclosure shall be limited to the extent reasonably necessary for the
26 prosecution and/or defense of this action:
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1 (a) Counsel of record in this action, as well as associates, paralegals, legal assistants,
2 secretarial and clerical employees, including outside copy services, who are assisting counsel in
3 the prosecution and/or defense of this action;

4 (b) The parties' in-house counsel who are assisting in the prosecution and/or defense
5 of this action;

6 (c) The named parties in this action and employees, officers, and directors of named
7 parties;

8 (d) Any expert retained or consulted in connection with the prosecution and/or
9 defense of this action;

10 (e) Any non-party deponents or witnesses at depositions or hearings, as reasonably
11 necessary to give their testimony;

12 (f) Court reporters and stenographers; and

13 (g) The Court and any persons employed in the Court whose duties require access to
14 "CONFIDENTIAL" Discovery Materials.

15 7. All persons to whom "CONFIDENTIAL" Discovery Materials are disclosed
16 pursuant to subparagraphs 6(a)-(f) shall be advised of the existence of this Protective Order. All
17 persons to whom Discovery Materials are disclosed must agree to the terms of this Protective
18 Order and abide by them.

19 8. Whenever possible, the lawyer defending a deposition or other oral testimony
20 involving "CONFIDENTIAL" Discovery Materials shall affirmatively designate that testimony
21 with the appropriate category of designation on the record. A party or the witness may also
22 make such a designation after transcription by giving written notice identifying the information
23 to be so designated by page and line number(s) to counsel of record within thirty (30) days from
24 the date they receive a copy of the transcript.

25 9. Any party may object to the designation of particular Discovery Materials as
26 "CONFIDENTIAL" by giving written notice to the party or witness making the designation and
27 to all other parties. Such notice shall identify with reasonable specificity the Discovery
28 Materials to which the objection is directed and the basis for the objection. The parties shall

1 attempt to resolve any such dispute by meeting and conferring. In the event the dispute cannot
2 be resolved within ten (10) business days of receipt of such notice, it shall be the obligation of
3 the party objecting to the designation to file an appropriate motion requesting a ruling by the
4 Court that the disputed Discovery Materials not be designated "CONFIDENTIAL." The
5 disputed Discovery Materials shall be treated as "CONFIDENTIAL" pending an in-camera
6 review and ruling from the Court.

7 10. Within sixty (60) days of the conclusion of this action, all "CONFIDENTIAL"
8 Discovery Materials, including any summaries and copies thereof, shall be returned to the
9 producing or providing party or witness to be destroyed, or shall be destroyed. Within that time,
10 counsel for receiving parties shall provide to the party or witness producing or providing
11 "CONFIDENTIAL" Discovery Materials a declaration stating that all such Discovery Materials,
12 including copies or summaries thereof, have been returned or destroyed.

13 11. This Protective Order may be modified by written stipulation signed by the parties
14 or counsel or by order of the Court. Nothing in this Protective Order shall prohibit a party from
15 seeking or receiving further protection of confidential information by stipulation, by application
16 to the Court upon notice, or upon other order of the Court, or from seeking other or additional
17 protective orders.

18 12. Neither the taking of any action in accordance with the provisions of this
19 Protective Order, nor the failure to object hereto, shall be construed as a waiver of any claim or
20 defense in this action. This Protective Order shall not be construed as a waiver of any right to
21 object to the furnishing of information in response to discovery and, except as expressly
22 provided, shall not relieve any party or witness of the obligation to produce information sought
23 in the course of discovery. The production or provision of Discovery Materials subject to this
24 Protective Order shall not constitute an admission as to the admissibility at trial of any Discovery
25 Material.

26 13. Any violation of this Protective Order may result in a party requesting any
27 available sanction by way of noticed motion, or *ex-parte* application if the requirements for an
28 *ex-parte* application have been met.

1 14. This Protective Order may be signed on separate signature pages. These separate
2 signature pages will become part of the integrated Protective Order. Where convenient for the
3 parties to do so, the signed signature pages may be facsimile transmissions.

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5 DATED: July 7, 2005

SEYFARTH SHAW LLP

6
7 By 

Anthony J. Rao

8 Attorneys for Defendants
9 GOODMAN NETWORKS, INC., JAMES
10 E. GOODMAN, JOHN A. GOODMAN,
11 JOHN DEBUS, JAMES E. NALLEY,
ALEX BABER, JIMMY HULETT, MIKE
SMITH, SCOTT PICKETT

12 DATED: July 21, 2005

LAW OFFICES OF JARED E. PETERSON

13
14 By 

Jared E. Peterson

15 Attorneys for Plaintiff CHARLES ADAMS

16 *August 4*
17 DATED: July __, 2005

FLYNN, DELICH & WISE LLP

18
19 By 


James B. Nebel

20 Attorneys for Plaintiff CHARLES ADAMS
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[PROPOSED] ORDER

The Court, having reviewed the parties' joint Confidentiality Stipulation and Protective Order filed with the Court on August 17, 2005, and good cause appearing therefor, hereby **GRANTS** the Confidentiality Stipulation and Protective Order under the terms set forth therein.

DATED: August 18, 2005

By 
Honorable Phyllis J. Hamilton